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TANTRIS IP, LLC and  
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**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
WESTERN DIVISION**

PRANA LIVING, LLC

Plaintiff,

v.

TANTRIS IP HOLDINGS, LLC and  
TANTRIS RETAIL, LLC,

Defendants.

Case No. 2:17-cv-2804 (DMG) (RAOx)

**ANSWER TO COMPLAINT**

**Pryor Cashman LLP**  
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1 Defendants TANTRIS IP, LLC (“TIP”) (named incorrectly herein as  
2 “TANTRIS IP HOLDINGS, LLC”) and TANTRIS RETAIL, LLC (“TR” and,  
3 together with TIP, “Tantris”), by their attorneys Pryor Cashman LLP, hereby  
4 answer the April 12, 2017 Complaint (the “Complaint”) of Plaintiff PRANA  
5 LIVING, LLC (“Prana”) as follows:

6 1. Deny knowledge or information sufficient to respond to the  
7 allegations in paragraph 1 of the Complaint and the legal conclusions therein,  
8 except deny that Tantris engaged in any trademark infringement or unfair  
9 competition and admit that Prana purports to base this Court’s subject matter  
10 jurisdiction on the statutes cited therein.

11 2. Deny knowledge or information sufficient to respond to the  
12 allegations in paragraph 2 of the Complaint and the legal conclusions therein,  
13 except deny that Tantris engaged in any acts giving rise to the claims asserted in  
14 the Complaint and admit that TR does business within this judicial district and that  
15 Prana purports to base venue on the statute cited therein.

16 3. Admit the allegations in paragraph 3 of the Complaint.

17 4. Deny knowledge or information sufficient to respond to the  
18 allegations in paragraph 4 of the Complaint and the legal conclusions therein,  
19 except admit that TR does business in the State of California.

20 5. Deny knowledge or information sufficient to respond to the  
21 allegations in paragraph 5 of the Complaint and the legal conclusions therein,  
22 except deny that TIP has taken deliberate action to directly target consumers in this  
23 judicial district.

24 6. Deny knowledge or information sufficient to respond to the  
25 allegations in paragraph 6 of the Complaint.

26 7. Admit the allegations in paragraph 7 of the Complaint.

27 8. Admit the allegations in paragraph 8 of the Complaint.

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1           9. Deny knowledge or information sufficient to respond to the  
2 allegations in paragraph 9 of the Complaint.

3           10. Deny knowledge or information sufficient to respond to the  
4 allegations in paragraph 10 of the Complaint.

5           11. Deny knowledge or information sufficient to respond to the  
6 allegations in paragraph 11 of the Complaint.

7           12. Deny knowledge or information sufficient to respond to the  
8 allegations in paragraph 12 of the Complaint and the legal conclusions therein, and  
9 refer the Court to the trademark documents referenced therein.

10           13. Deny knowledge or information sufficient to respond to the  
11 allegations in paragraph 13 of the Complaint and the legal conclusions therein, and  
12 refer the Court to the trademark documents referenced therein.

13           14. Deny knowledge or information sufficient to respond to the  
14 allegations in paragraph 14 of the Complaint.

15           15. Deny knowledge or information sufficient to respond to the  
16 allegations in paragraph 15 of the Complaint.

17           16. Admit the allegations in paragraph 16 of the Complaint.

18           17. Admit the allegations in paragraph 17 of the Complaint.

19           18. Admit the allegations in paragraph 18 of the Complaint.

20           19. Deny the allegations in paragraph 19 of the Complaint except admit  
21 that TR uses the logo defined in the Complaint as the “Tantris Logo” in connection  
22 with its studio and the products sold therein.

23           20. Deny the allegations in paragraph 20 of the Complaint.

24           21. Deny knowledge or information sufficient to respond to the  
25 allegations in paragraph 21 of the Complaint and the legal conclusions therein,  
26 except deny any similarities between Tantris goods or services and Prana goods or  
27 services and admit that Tantris received a letter from Prana dated February 14,  
28 2017 and refer the Court to that letter for the contents thereof.

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22. Deny the allegations in paragraph 22 of the Complaint except admit that TIP submitted a trademark application on February 17, 2017 and refer the Court to that application for the contents thereof.

23. Admit the allegations in paragraph 23 of the Complaint and refer the Court to the document referenced therein for the contents thereof.

24. Deny the allegations set forth in paragraph 24 of the Complaint except admit that through the date hereof, TIP has exclusively licensed the use of the Tantris Logo on and in connection with Class 25 goods to one of the co-owners of TIP, Jacques Moret, Inc. (“JMI”), a clothing manufacturer, and further aver that all of the licensed uses of the Tantris Logo made by JMI under the license inure to the benefit of and are tantamount to use by TIP.

25. Deny the allegations in paragraph 25 of the Complaint and the legal conclusions therein.

26. Deny the allegations in paragraph 26 of the Complaint and the legal conclusions therein.

27. Deny the allegations in paragraph 27 of the Complaint and the legal conclusions therein.

### **FIRST CAUSE OF ACTION**

28. Tantris incorporate and reallege their preceding responses as if set forth fully herein.

29. Deny the allegations in paragraph 29 of the Complaint and the legal conclusions therein.

30. Admit the allegations in paragraph 30 of the Complaint.

31. Admit the allegations in paragraph 31 of the Complaint but denies that any such permission or authority was necessary.

32. Deny the allegations in paragraph 32 of the Complaint and the legal conclusions therein, except admit that any action Tantris has taken was without

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1 Prana's authority or consent but denies that any such authority or consent was  
2 necessary.

3 33. Deny the allegations in paragraph 33 of the Complaint and the legal  
4 conclusions therein.

5 34. Deny knowledge or information sufficient to respond to the  
6 allegations in paragraph 34 of the Complaint.

7 35. Deny the allegations in paragraph 35 of the Complaint and the legal  
8 conclusions therein.

9 36. Deny the allegations in paragraph 36 of the Complaint and the legal  
10 conclusions therein.

11 37. Deny the allegations in paragraph 37 of the Complaint and the legal  
12 conclusions therein.

13 38. Deny the allegations in paragraph 38 of the Complaint and the legal  
14 conclusions therein.

15 **SECOND CAUSE OF ACTION**

16 39. Tantris incorporate and reallege their preceding responses as if set  
17 forth fully herein.

18 40. Deny the allegations in paragraph 40 of the Complaint and the legal  
19 conclusions therein.

20 41. Deny the allegations in paragraph 41 of the Complaint and the legal  
21 conclusions therein.

22 42. Deny the allegations in paragraph 42 of the Complaint and the legal  
23 conclusions therein.

24 43. Deny the allegations in paragraph 43 of the Complaint and the legal  
25 conclusions therein.

26 **THIRD CAUSE OF ACTION**

27 44. Tantris incorporate and reallege their preceding responses as if set  
28 forth fully herein.

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1           45. Deny the allegations in paragraph 45 of the Complaint and the legal  
2 conclusions therein.

3           46. Deny the allegations in paragraph 46 of the Complaint and the legal  
4 conclusions therein.

5           47. Deny the allegations in paragraph 47 of the Complaint and the legal  
6 conclusions therein.

7           48. The “PRAYER FOR RELIEF” and “JURY DEMAND” and  
8 paragraphs which immediately follow paragraph 47 of the Complaint state a  
9 demand for relief to which no responsive pleading is required but, should a  
10 response be required, Tantris deny that Prana is entitled to any relief demanded  
11 therein (including all subparts).

12                           **AFFIRMATIVE DEFENSES**

13                           **FIRST AFFIRMATIVE DEFENSE**

14           1. The Complaint fails to state a claim upon which relief can be granted.

15                           **SECOND AFFIRMATIVE DEFENSE**

16           2. Prana’s claims are barred by the equitable doctrines of waiver, estoppel,  
17 laches, acquiescence, and/or unclean hands.

18                           **THIRD AFFIRMATIVE DEFENSE**

19           3. Tantris did not commit any act of infringement.

20                           **FOURTH AFFIRMATIVE DEFENSE**

21           4. Without admitting the use of any trademarked material allegedly  
22 owned by Prana, the Tantris Logo is not “confusingly similar” to any trademarked  
23 material allegedly owned by Prana.

24                           **FIFTH AFFIRMATIVE DEFENSE**

25           5. There is no likelihood of confusion, mistake or deception because,  
26 *inter alia*, Prana’s allegedly trademarked material is weak and cannot be distinctive  
27 to Prana.  
28

**SIXTH AFFIRMATIVE DEFENSE**

6. Tantris reserve the right to assert any other such affirmative defenses in the event that further investigation and discovery indicates that they are proper.

WHEREFORE, Tantris pray for judgment dismissing the Complaint in its entirety, awarding Tantris their costs and attorneys' fees, and for such other and further relief as the Court deems just and proper.

DATED: June 16, 2017

PRYOR CASHMAN LLP

By: /s/ Benjamin S. Akley

Michael J. Niborski  
Benjamin S. Akley

*Attorneys for Defendants*  
TANTRIS IP, LLC and  
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